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Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 MATTHEW JASON KROTH,
aka "Jason Kroth,"
16 aka "Speedy,"

17 Defendant.

No. 2:23-CR-465-MEMF

PLEA AGREEMENT

18
19 1. This constitutes the plea agreement between MATTHEW JASON
20 KROTH ("defendant") and the United States Attorney's Office for the
21 Central District of California ("the USAO") in the above-captioned
22 case. This agreement is limited to the USAO and cannot bind any
23 other federal, state, local, or foreign prosecuting, enforcement,
24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. Give up the right to indictment by a grand jury and at
28 the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to counts one and three of the
2 information, which charge defendant with conspiracy to commit wire
3 fraud in violation of 18 U.S.C. § 1349, and possession with intent to
4 distribute methamphetamine, in violation of 21 U.S.C. § 841(a)(1).

5 b. Not contest facts agreed to in this agreement.

6 c. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 any other ongoing court order in this matter.

9 d. Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
12 within the scope of this agreement.

13 e. Be truthful at all times with the United States
14 Probation and Pretrial Services Office and the Court.

15 f. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant has demonstrated a lack of
17 ability to pay such assessments.

18 g. Not file a notice of appeal, unless the prison
19 sentence imposed in this case exceeds forty years.

20 h. Agree to and not oppose the imposition of the
21 following conditions of probation or supervised release:

22 The defendant shall submit defendant's person and any
23 property under defendant's control, including any
24 residence, vehicle, papers, computer and other electronic
25 communication or data storage devices and media, and
26 effects, to suspicion-less search and seizure at any time
27 of the day or night by any law enforcement or probation
28 officer, with or without a warrant, and with or without
cause; and if stopped or questioned by a law enforcement
officer for any reason, defendant shall notify that officer
that defendant is on federal supervised release and subject
to search.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. At the time of sentencing, move to dismiss the remaining count of the information as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

c. Not file an information against defendant pursuant to Title 21, United States Code, Section 851.

NATURE OF THE OFFENSES

4. Defendant understands that to be guilty of conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349, the following must be true: First, during the time period alleged in the information there was an agreement between two or more persons to commit wire fraud; Second, defendant became a member of the conspiracy knowing of its object and intending to help accomplish it. The elements of wire fraud, in turn, are as follows: First, defendant knowingly participated in or devised a scheme to defraud, or a scheme or plan for obtaining money or property by means of false or fraudulent pretenses, representations, or promises; Second, the statements made or facts omitted as part of the scheme were material, that is, they had a natural tendency to influence, or were capable of influencing, a person to part with money or property; Third, defendant acted with the intent to defraud, that is, the intent to deceive and cheat; and Fourth, defendant used, or caused to

1 be used, wire communications in interstate or foreign commerce to
2 carry out or attempt to carry out an essential part of the scheme.

3 5. Defendant understands that to be guilty of possession of
4 methamphetamine with intent to distribute, in violation of Title 21,
5 United States Code, Section 841(a)(1), the following must be true:
6 First, defendant knowingly possessed methamphetamine; Second,
7 defendant possessed it with the intent to distribute it to another
8 person. Defendant understands that for defendant to be subject to
9 the statutory maximum and minimum sentences set forth below for count
10 three, the government must also prove beyond a reasonable doubt that
11 defendant's offense involved at least 50 grams of a mixture or
12 substance containing a detectable amount of methamphetamine.

13 PENALTIES AND RESTITUTION

14 6. Defendant understands that the statutory maximum sentence
15 that the Court can impose for this violation of Title 18, United
16 States Code, Section 1349 is: 20 years imprisonment; a three-year
17 period of supervised release; a fine of \$250,000, or twice the gross
18 gain or loss from the offense, whichever is greatest; and a mandatory
19 special assessment of \$100.

20 7. Defendant understands that the statutory maximum sentence
21 that the Court can impose for this violation of Title 21, United
22 States Code, Sections 841(a)(1) and (b)(1)(B) is: 40 years
23 imprisonment; a lifetime period of supervised release; a fine of
24 \$5,000,000, or twice the gross gain or loss from the offense,
25 whichever is greatest; and a mandatory special assessment of \$100.
26 The mandatory minimum sentence that the court must impose for this
27 violation is five years in prison, followed by a supervised release
28 term of at least four years.

1 8. Defendant understands, therefore, that the total maximum
2 sentence for all offenses to which defendant is pleading guilty is:
3 60 years imprisonment; a lifetime period of supervised release; a
4 fine of \$5,250,000 or twice the gross gain or gross loss resulting
5 from the offenses, whichever is greatest; and mandatory special
6 assessments of \$200.

7 9. Defendant understands that supervised release is a period
8 of time following imprisonment during which defendant will be subject
9 to various restrictions and requirements. Defendant understands that
10 if defendant violates one or more of the conditions of any supervised
11 release imposed, defendant may be returned to prison for all or part
12 of the term of supervised release authorized by statute for the
13 offense that resulted in the term of supervised release, which could
14 result in defendant serving a total term of imprisonment greater than
15 the statutory maximum stated above.

16 10. Defendant understands that, by pleading guilty, defendant
17 may be giving up valuable government benefits and valuable civic
18 rights, such as the right to vote, the right to possess a firearm,
19 the right to hold office, and the right to serve on a jury.
20 Defendant understands that defendant is pleading guilty to a felony
21 and that it is a federal crime for a convicted felon to possess a
22 firearm or ammunition. Defendant understands that the conviction in
23 this case may also subject defendant to various other collateral
24 consequences, including but not limited to revocation of probation,
25 parole, or supervised release in another case and suspension or
26 revocation of a professional license. Defendant understands that
27 unanticipated collateral consequences will not serve as grounds to
28 withdraw defendant's guilty pleas.

1 11. Defendant understands that under 21 U.S.C. § 862a,
2 defendant will not be eligible for assistance under state programs
3 funded under the Social Security Act or Federal Food Stamp Act or for
4 federal food stamp program benefits, and that any such benefits or
5 assistance received by defendant's family members will be reduced to
6 reflect defendant's ineligibility.

7 12. Defendant understands that defendant will be required to
8 pay full restitution to the victims of the offenses to which
9 defendant is pleading guilty. Defendant agrees that, in return for
10 the USAO's compliance with its obligations under this agreement, the
11 Court may order restitution to persons other than the victims of the
12 offenses to which defendant is pleading guilty and in amounts greater
13 than those alleged in the count to which defendant is pleading
14 guilty. In particular, defendant agrees that the Court may order
15 restitution to any victim of any of the following for any losses
16 suffered by that victim as a result: (a) any relevant conduct, as
17 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
18 defendant is pleading guilty; and (b) any counts dismissed and
19 charges not prosecuted pursuant to this agreement as well as all
20 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
21 those counts and charges.

22 FACTUAL BASIS

23 13. Defendant admits that defendant is, in fact, guilty of the
24 offenses to which defendant is agreeing to plead guilty. Defendant
25 and the USAO agree to the statement of facts provided below and agree
26 that this statement of facts is sufficient to support a plea of
27 guilty to the charges described in this agreement, but is not meant
28 to be a complete recitation of all facts relevant to the underlying

1 criminal conduct or all facts known to either party that relate to
2 that conduct.

3 Beginning in or before 2020, and continuing through at
4 least January 24, 2023, there was an agreement between two
5 or more persons to commit wire fraud. Defendant became a
6 member of the conspiracy knowing of its object and
7 intending to help accomplish it. In the summer of 2020,
8 defendant broke into the home of Charles Wilding in order
9 to burglarize it. At that time, Charles Wilding was alive
10 and home. Later, defendant returned to the home to steal
11 items, including mail and jewelry. In furtherance of the
12 conspiracy, defendant provided to his co-conspirators the
13 personal identifying information of Charles Wilding and his
14 mail so that they could impersonate him and steal his
15 assets, such as his home and financial accounts.
16 Defendant's co-conspirators forged a trust and power of
17 attorney forms so that they could pretend that Charles
18 Wilding, who was then dead, supported the sale of his
19 assets for the benefit of the members of the conspiracy.
20 Members of the conspiracy dismembered and disposed of the
21 body of Charles Wilding so that his death would be hard to
22 discover. Defendant received into a joint bank account
23 held with a co-conspirator most of the proceeds of the sale
24 of Robert Tascon's real estate, which defendant knew was
25 fraudulent and carried out with forgeries. Defendant and
26 his co-conspirators used interstate wires to defraud their
27 victims throughout this conspiracy.

16 On January 24, 2023, defendant knowingly possessed about
17 120 grams of a mixture containing a detectable amount of
18 methamphetamine, along with cutting agents, a digital
19 scale, ammunition, and baggies. Defendant possessed the
20 methamphetamine intending to dilute it and sell it to other
21 persons.

22 SENTENCING FACTORS

21 14. Defendant understands that in determining defendant's
22 sentence the Court is required to calculate the applicable Sentencing
23 Guidelines range and to consider that range, possible departures
24 under the Sentencing Guidelines, and the other sentencing factors set
25 forth in 18 U.S.C. § 3553(a). Defendant understands that the
26 Sentencing Guidelines are advisory only, that defendant cannot have
27 any expectation of receiving a sentence within the calculated
28 Sentencing Guidelines range, and that after considering the

1 Sentencing Guidelines and the other § 3553(a) factors, the Court will
2 be free to exercise its discretion to impose any sentence it finds
3 appropriate up to the maximum set by statute for the crime of
4 conviction.

5 15. Defendant and the USAO have no agreement as to the
6 appropriate sentence or the applicable Sentencing Guidelines factors.
7 Both parties reserve the right to seek any sentence within the
8 statutory maximum, and to argue for any criminal history score and
9 category, base offense level, specific offense characteristics,
10 adjustments, departures, and variances.

11 WAIVER OF CONSTITUTIONAL RIGHTS

12 16. Defendant understands that by pleading guilty, defendant
13 gives up the following rights:

- 14 a. The right to persist in a plea of not guilty.
15 b. The right to a speedy and public trial by jury.
16 c. The right to be represented by counsel - and if
17 necessary have the Court appoint counsel - at trial. Defendant
18 understands, however, that, defendant retains the right to be
19 represented by counsel - and if necessary have the Court appoint
20 counsel - at every other stage of the proceeding.
21 d. The right to be presumed innocent and to have the
22 burden of proof placed on the government to prove defendant guilty
23 beyond a reasonable doubt.
24 e. The right to confront and cross-examine witnesses
25 against defendant.
26 f. The right to testify and to present evidence in
27 opposition to the charges, including the right to compel the
28 attendance of witnesses to testify.

1 g. The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

4 h. Any and all rights to pursue any affirmative defenses,
5 Fourth Amendment or Fifth Amendment claims, and other pretrial
6 motions that have been filed or could be filed.

7 LIMITED WAIVER OF DISCOVERY

8 17. In exchange for the government's obligations under this
9 agreement, defendant gives up any right defendant may have had to
10 review any additional discovery.

11 ABANDONMENT OF DIGITAL DEVICES AND FIREARMS

12 18. Defendant abandons all right, title, and interest defendant
13 had in any of the digital devices, firearms, or ammunition seized by
14 law enforcement officials in the investigation of this case, which
15 defendant admits are instrumentalities of defendant's offenses.

16 WAIVER OF APPEAL OF CONVICTION

17 19. Defendant understands that, with the exception of an appeal
18 based on a claim that defendant's guilty pleas were involuntary, by
19 pleading guilty defendant is waiving and giving up any right to
20 appeal defendant's convictions on the offenses to which defendant is
21 pleading guilty.

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 20. Defendant agrees that, provided the Court imposes a total
24 term of imprisonment on all counts of conviction of no more than
25 forty years, defendant gives up the right to appeal all of the
26 following: (a) the procedures and calculations used to determine and
27 impose any portion of the sentence; (b) the term of imprisonment
28 imposed by the Court; (c) the fine imposed by the Court, provided it

1 is within the statutory maximum; (d) to the extent permitted by law,
2 the constitutionality or legality of defendant's sentence, provided
3 it is within the statutory maximum; (e) the amount and terms of any
4 restitution order, provided it requires payment of no more than
5 \$10,000,000; (f) the term of probation or supervised release imposed
6 by the Court, provided it is within the statutory maximum; and
7 (g) the conditions of probation or supervised release imposed by the
8 Court.

9 21. Defendant also gives up any right to bring a post-
10 conviction collateral attack on the conviction or sentence, including
11 any order of restitution, except a post-conviction collateral attack
12 based on a claim of ineffective assistance of counsel, a claim of
13 newly discovered evidence, or an explicitly retroactive change in the
14 applicable Sentencing Guidelines, sentencing statutes, or statutes of
15 conviction.

16 22. The USAO gives up its right to appeal any portion of the
17 sentence.

18 RESULT OF WITHDRAWAL OF GUILTY PLEA

19 23. Defendant agrees that if, after entering a guilty plea
20 pursuant to this agreement, defendant seeks to withdraw and succeeds
21 in withdrawing defendant's guilty plea on any basis other than a
22 claim and finding that entry into this plea agreement was
23 involuntary, then (a) the USAO will be relieved of all of its
24 obligations under this agreement; (b) should the USAO choose to
25 pursue any charge that was either dismissed or not filed as a result
26 of this agreement, then (i) any applicable statute of limitations
27 will be tolled between the date of defendant's signing of this
28 agreement and the filing commencing any such action; and

1 (ii) defendant waives and gives up all defenses based on the statute
2 of limitations, any claim of pre-indictment delay, or any speedy
3 trial claim with respect to any such action, except to the extent
4 that such defenses existed as of the date of defendant's signing this
5 agreement.

6 EFFECTIVE DATE OF AGREEMENT

7 24. This agreement is effective upon signature and execution of
8 all required certifications by defendant, defendant's counsel, and an
9 Assistant United States Attorney.

10 BREACH OF AGREEMENT

11 25. Defendant agrees that if defendant, at any time after the
12 signature of this agreement and execution of all required
13 certifications by defendant, defendant's counsel, and an Assistant
14 United States Attorney, knowingly violates or fails to perform any of
15 defendant's obligations under this agreement ("a breach"), the USAO
16 may declare this agreement breached. All of defendant's obligations
17 are material, a single breach of this agreement is sufficient for the
18 USAO to declare a breach, and defendant shall not be deemed to have
19 cured a breach without the express agreement of the USAO in writing.
20 If the USAO declares this agreement breached, and the Court finds
21 such a breach to have occurred, then: (a) if defendant has previously
22 entered a guilty plea pursuant to this agreement, defendant will not
23 be able to withdraw the guilty plea, (b) the USAO will be relieved of
24 all its obligations under this agreement, and (c) defendant will
25 still be bound by defendant's obligations under this agreement.

26 26. Following the Court's finding of a knowing breach of this
27 agreement by defendant, should the USAO choose to pursue any charge
28

1 that was either dismissed or not filed as a result of this agreement,
2 then:

3 a. Defendant agrees that any applicable statute of
4 limitations is tolled between the date of defendant's signing of this
5 agreement and the filing commencing any such action.

6 b. Defendant waives and gives up all defenses based on
7 the statute of limitations, any claim of pre-indictment delay, or any
8 speedy trial claim with respect to any such action, except to the
9 extent that such defenses existed as of the date of defendant's
10 signing this agreement.

11 COURT, PROBATION, AND PRETRIAL NOT PARTIES

12 27. Defendant understands that the Court and the United States
13 Probation and Pretrial Services Office are not parties to this
14 agreement and need not accept any of the USAO's sentencing
15 recommendations or the parties' agreements to facts.

16 28. Defendant understands that both defendant and the USAO are
17 free to: (a) supplement the facts by supplying relevant information
18 to the United States Probation and Pretrial Services Office and the
19 Court, (b) correct any and all factual misstatements relating to the
20 Court's Sentencing Guidelines calculations and determination of
21 sentence, and (c) argue on appeal and collateral review that the
22 Court's Sentencing Guidelines calculations and the sentence it
23 chooses to impose are not error. While this paragraph permits both
24 the USAO and defendant to submit full and complete factual
25 information to the United States Probation and Pretrial Services
26 Office and the Court, even if that factual information may be viewed
27 as inconsistent with the facts agreed to in this agreement, this
28

1 paragraph does not affect defendant's and the USAO's obligations not
2 to contest the facts agreed to in this agreement.

3 29. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty plea, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 30. Defendant understands that, except as set forth in this
15 agreement and any contemporaneously signed addendum, there are no
16 promises, understandings, or agreements between the USAO and
17 defendant or defendant's attorney, and that no additional promise,
18 understanding, or agreement may be entered into unless in a writing
19 signed by all parties or on the record in court.

20 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

21 31. The parties agree that this agreement will be considered
22 part of the record of defendant's guilty plea hearing as if the
23 entire agreement had been read into the record of the proceeding.

24 AGREED AND ACCEPTED

25 ///

1 UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

2
3 E. MARTIN ESTRADA
United States Attorney

4 *Andrew Brown*

March 28, 2023

5 ANDREW BROWN
Assistant United States Attorney

Date

6
7 *[Signature]*
MATTHEW JASON KROTH
Defendant

Date


8
9 *[Signature]*
DANIEL BEHESNILIAN
Attorney for Defendant

Date

12 CERTIFICATION OF DEFENDANT

13 I have read this agreement in its entirety. I have had enough
14 time to review and consider this agreement, and I have carefully and
15 thoroughly discussed every part of it with my attorney. I understand
16 the terms of this agreement, and I voluntarily agree to those terms.
17 I have discussed the evidence with my attorney, and my attorney has
18 advised me of my rights, of possible pretrial motions that might be
19 filed, of possible defenses that might be asserted either prior to or
20 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
21 of relevant Sentencing Guidelines provisions, and of the consequences
22 of entering into this agreement. No promises, inducements, or
23 representations of any kind have been made to me other than those
24 contained in this agreement. No one has threatened or forced me in
25 any way to enter into this agreement. I am satisfied with the
26 representation of my attorney in this matter, and I am pleading
27 guilty because I am guilty of the charge and wish to take advantage
28

1 of the promises set forth in this agreement, and not for any other
2 reason.

3 
4 MATTHEW JASON KROTH
5 Defendant

10/17/23
Date

6 CERTIFICATION OF DEFENDANT'S ATTORNEY

7 I am defendant's attorney. I have carefully and thoroughly
8 discussed every part of this agreement with my client. Further, I
9 have fully advised my client of defendant's rights, of possible
10 pretrial motions that might be filed, of possible defenses that might
11 be asserted either prior to or at trial, of the sentencing factors
12 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
13 provisions, and of the consequences of entering into this agreement.
14 To my knowledge: no promises, inducements, or representations of any
15 kind have been made to my client other than those contained in this
16 agreement; no one has threatened or forced my client in any way to
17 enter into this agreement; my client's decision to enter into this
18 agreement is an informed and voluntary one; and the factual basis set
19 forth in this agreement is sufficient to support my client's entry of
20 a guilty plea pursuant to this agreement.

21 
22 DANIEL BEHESNILIAN
23 Attorney for Defendant

10/17/23
Date